SECTION – VI - ANNEXURES

(VOLUME-I)

ANNEXURES

CONTENTS

NO. DESCRIPTION

1. No Deviation Certificate
2. Proforma of Bank Guarantee for Bid Security.
3. Proforma of Bank Guarantee for Contract Performance
4. Proforma of Extension of Bank Guarantee.
5. Proforma of Letter of Undertaking.
6. Proforma of Application for Payment.
7. Proforma of legally Enforceable Deed of Undertaking to be furnished by Bidders Principals for supply of Equipment
8. Proforma of Indemnity Bond (For Employer supplied Equipment / Materials).**(Deleted)**
9. Proforma if Indemnity Bond (For Contractor supplied Equipment/ Materials).
10. Proforma of Agreement.
11. Proforma of Collaborator Agreement.**(Deleted)**
12. Power of Attorney.
13. Trust Receipt. **(Deleted)**
14. Price Adjustment Clause for Works Contracts.**(Deleted)**
15. Proforma of Consortium Agreement.**(Deleted)**
16. Approved List of Sub-Vendors of KPTCL.
17. Form of Tender as per KW-4 format of KTPP Act.

ANNEXURE-I

Bidder's Name & Address:

To,
Office of The Chief Engineer (K-O&M),
BWSSB, 6th Floor, Cauvery Bhavan,
K.G.Road, Bangalore- 560009

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No..... dated ..... for the work of ***Upgradation of 66/6.6 kV Switchyard at Tavarekere Premises***. We hereby confirm that we have read the provisions of the Contract, the stipulation of these clauses are acceptable to us, and we have not taken any deviation whatsoever to these clauses:

a) **Terms of Payment:**
Clause 34.0 of Section–III, General Conditions of Contract-GCC, Volume-I and Clause 8.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

b) **Bid Security /EMD:**
Clause 22.0, Section –II, Instruction to Bidder-ITB, Volume-I.

c) **Contract Performance Guarantee.**
Clause 39.0, Section–II, Instruction to Bidder-ITB, Volume-I.

d) **Penalties for Delay.**
Clause 14.0 Section –III, General Conditions of Contract-GCC, Volume-I and Clause 13.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

e) **Price basis**
Clause 13.0 & 15.0, Section–II, Instruction to Bidder-ITB, Volume-I.

f) **Guarantee.**
Clause 15.0 Section –III, General Conditions of Contract-GCC, Volume-I.

g) **Work Schedule.**
Clause 10.0 Section –V, Special Conditions of Contract-SCC, Volume-I.

h) **Taxes and Duties:**
Clause 14.0 Section –II, Instruction to Bidder-ITB, Volume-I

We further confirm that any deviation to the above clauses at sl. no. (a) to (h) found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to BWSSB.

Date	Signature
Place	Printed Name / Designation / Common Seal

ANNEXURE – II

PROFORMA OF BANK GUARANTEE

FOR BID SECURITY

(To be stamped in accordance with stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank.

Ref……. Bank Guarantee No…..

Date ……

To,

Office of The Chief Engineer (K-O&M),
BWSSB, 6th Floor, Cauvery Bhavan,
K.G.Road, Bangalore- 560009

Dear Sirs,

In accordance with invitation to bid under your specification no…….M/s……. having its Registered/ Head Office at ……(hereinafter called the Bidder) wish to participate in the said bid or……and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs……Valid up to ……on behalf of Bidder in lieu of the bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

We, the……Bank at ……. having our Head Office at ……(local address) guarantee and undertake to pay immediately on demand by Bangalore Water Supply and Sewerage Board (BWSSB)the amount of …… (in words & figures) merely on demand and without any reservation, protest, demur and recourse. Any such demand made by Employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to and including ****** If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s……on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ……day of……20 …….at…….

WITNESS:

……. . …….

(Signature) (Signature)

……. …….

(Name) (Name)

……. …….

(Official Address) (Designation with Bank Stamp)

Attorney as per

Power of Attorney No

Date .....

(*******) This date shall be thirty (30) days after the last date for which the Bid is valid.

ANNEXURE- III

PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref……. Bank Guarantee No ……

Date

……

To,
Office of The Chief Engineer (K-O&M),
BWSSB, 6th Floor, Cauvery Bhavan,
K.G.Road, Bangalore- 560009
Dear Sirs,

In consideration of the Bangalore Water Supply and Sewerage Board (BWSSB), (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s……. with its Registered/Head Office at…… (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Letter of Award/Letter of intent (as applicable) No……dated……. and the same having been unequivocally accepted by the Contractor, resulting in a contract valued at……for ……(Scope of Contract) and the Contractor having agreed to provide a contract performance guarantee for the faithful performance of the contract for the work of ***Upgradation of 66/6.6 kV Switchyard at Tavarekere Premises*** contract equivalent to…… * being……. (%) percent) of the said value of the contract to the Employer***.

We …… (Name & Address)
having its Head Office at ……(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay, the Employer, merely on demand any and all monies payable by the Contractor to the extent of ……as aforesaid at any time up to ……**……. (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other

Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released to its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Employer or any other indulgences shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....on whose behalf this guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of
Attorney No .....
Date .....

NOTE:

* This sum shall be Three percent (3%) of the contract price.

** The date will be ninety (90) days after the end of warranty period as specified in the contract.

1. The stamp papers of appropriate values shall be purchased in the name of issuing bank.

ANNEXURE- IV

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref ……. Date …….

To,

Office of The Chief Engineer (K-O&M),
BWSSB, 6th Floor, Cauvery Bhavan,
*K.G.Road, Bangalore- 560009*Dear Sirs,

Sub: Extension of Bank Guarantee No ……for Rs……favouring yourselves, expiring on ……. on account of M/s…….in respect of contract No ……dated…….(hereinafter called original Bank Guarantee).

At the request of M/s. ……,We…….bank, branch office at ……and having its Head Office at ……do hereby extend our liability under the above mentioned guarantee no ……. dated ……. for a further period of ……years/months from ……to expire on ……except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Yours faithfully,

For .....
Manager/Agent/Accountant
Power of Attorney No .....
Dated .....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

ANNEXURE-V

PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by the Bidder along with his Bid)

(To be executed on Non-Judicial paper of value Rs. 100/-)

Ref …… Date ……

To, *To,*
Office of The Chief Engineer (K-O&M), BWSSB,
6th Floor, Cauvery Bhavan,
K.G.Road, Bangalore- 560009

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the……(full scope of Work).
   a) Notice Inviting Tender.
   b) Conditions of contract containing sections: 'Invitation to Tenderer, 'Instructions to Tenderer", "General Terms & Conditions of Contract (GCC) and Erection Conditions of Contract (ECC)
   c) Special Conditions of Contract (SCC) along with Annexure …….. to …….
   d) Drawings No …….
   e) Technical Specifications.

2. I*/We* hereby submit our bid and undertake to keep our Bid valid for a period of 180 days from the date of techno-commercial bid opening. I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our bid.

   This undertaking is in consideration of BWSSB agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

   Should this bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned bid documents.

Witness:

Signature
Date:
Name & Address

Signature along with Seal of Co.
……
(Duly authorised to sign the Tender On behalf of the Contractor)
Name ……
Designation ……

Name of Co ..... (in Block Letters)

*Strike out whichever is not applicable.

ANNEXURE-VI

PROFORMA OF APPLICATION FOR PAYMENT

Project	:		
Equipment Package	:	Date	:
Name of Contractor	:	Contract No.	:
Contract Value	:	Contract Name	:
Unit Reference	:	Application Serial Number	:

To,
Office of The Chief Engineer (K-O&M),
BWSSB, 6th Floor, Cauvery Bhavan,
K.G.Road, Bangalore- 560009
Dear Sir,

APPLICATION FOR PAYMENT

1. Pursuant to the above referred contract dated ....., the undersigned hereby applies for payment of the sum of .....(specify amount and currency in which claim is made).

2. The above amount is on account of. (tick whichever applicable)
   Progressive Payment against receipt of Equipment at Site (Schedule**)
   Progressive Payment against Erection (Schedule**)
   Extra Work not specified in Contract(Ref. Contract Change Order No.... .....)
   Other (specify)
   Final Payment (Schedule**)
   As detailed in the attached Schedule(s) which form an integral part of this application.

3. The payment claimed is as per item(s) No.(s) .....of the payment schedule annexed to the above mentioned contract.

4. The application consists of this page, a summary of claim statement(Schedule**)and the following signed schedule.

1. .....
2.....
3.....

The following documents are also enclosed
1. .....
2.....
3.....

Signature of Contractor/
Authorised Signatory

* Application for payment will be made to 'Engineer' as to be designated for this purpose at the time of award of the contract.
** Proforma for the schedules will be mutually discussed and agreed to during the finalisation of the Contract Agreement

ANNEXURE-VII

PROFORMA OF LEGALLY ENFORCEABLE DEED OF UNDERTAKING TO BE FURNISHED BY BIDDER'S PRINCIPALS FOR SUPPLY OF EQUIPMENT(ON Rs. 200/- STAMP PAPER)

This deed of undertaking executed this ……day of ……..20…….by ……(name of Bidders Principals) having its Registered Office at ……(hereinafter called the "Principals" which expression shall include its successors, administrators, executors and permitted assigns)and ……(Name of Bidder) having its Registered Office at ……(hereinafter called the "Bidder" which expression shall include its successors, administrators, executors and permitted assigns) in favour of Bangalore Water Supply and Sewerage Board (BWSSB) (hereinafter called the "Employer")

WHEREAS the Employer invited Bids as per its Bid Enquiry No……for……(name of package) and whereas the bid enquiry stipulates that "Bidders, who are subsidiaries and have recently established production line in India for the equipment for which bids are invited, can also be considered as meeting with the criteria, provided the parent company (Principals) agrees to furnish, either jointly with the subsidiary (Bidder) or separately, a legally enforceable undertaking to guarantee quality, timely supply, performance and warranty obligations as stipulated in the bid enquiry and also furnish performance guarantee or security as stipulated in the bid enquiry".

AND WHEREAS the Bidder has submitted its Office No. ……
dated……. to the Employer based on the Association of the Principals & Subsidiary.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

1. In consideration of the award of contract by the Employer to the Bidder, we, the Principals, and the Bidder do hereby declare and undertake that we shall be jointly and severally responsible and bound unto the Employer for the successful performance of the characteristics in terms of the contract to the satisfaction of the Employer.

2. In case of any breach of the contract committed either by us and/of the Bidder, we, the Principals, do hereby undertake, declare and confirm that we shall be fully responsible for successful performance of the contract and undertake to carry out all the obligations and responsibilities under the contract in order to discharge the obligations stipulated in the contract. We undertake to execute the work in its entirety and hold responsibility even in

respect of the work entrusted by us to the Bidder. We hereby indemnify the Employer that we will compensate the Employer, if any loss occurred due to default in executing the work either by us or by the Bidder.

3. Without in any way affecting the generality and total responsibility in terms of this deed of undertaking, the Principals hereby agree to depute their technical experts from time to time to the Bidder's works/Employer's project site as mutually considered necessary by the Employer/ Bidder and the principals to ensure proper design, manufacture, testing and successful performance of the equipment under the said contract in accordance with the contract and, if necessary, the Principals shall advise the Bidder suitable measures to discharge the obligations under the contract.

4. We, the Principals and the Bidder will be fully responsible for the quality of all equipment/components manufactured at the Bidder's works or the Bidder's sub-vendor's works and, if necessary, their repairs or replacement for successful performance of the characteristics in terms of the contract

5. We, the Principals and the Bidder, agree that this deed of undertaking shall be irrevocable and shall form an integral part of the contract and further agree that this undertaking shall continue to be enforceable till the successful completion of the contract and the Employer discharges it. It shall become operative from the effective date of the contract

6. A performance guarantee as stipulated in the bid enquiry will be furnished and shall be guaranteed towards the faithful performance / compliance of this deed of undertaking in terms the contract.

7. This deed of undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Bangalore, Karnataka State, shall have exclusive jurisdiction in all matters arising under this deed of undertaking.

IN WITNESS WHEREOF, the Principals and the Bidder through their authorizedrepresentatives, have executed these present and affixed common seals of their respective Companies, on the day, month and year first mentioned above.

WITNESS	for NAME OF PRINCIPALS
…….	…….
(Signature)	(Signature)
…….	…….
(Name)	(Name)
…….	…….
(Office Address)	(Office Address)
…….	…….
(Company Seal)	(Company Seal)

2.

WITNESS	for NAME OF BIDDER
.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Office Address)	(Office Address)
.....	.....
(Company Seal)	(Company Seal)

ANNEXURE-IX

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT/MATERIALS BROUGHT INTO THE SITE BY THE CONTRACTOR AND KEPT IN HIS POSSESSION FOR PERFORMANCE OF THE CONTRACT

(For Contractor supplied Equipments / Materials)

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this……day of ……20……..by ……a Company registered under the Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office at ……(hereinafter called as 'Contractor' or 'Obligator' which expression shall include its successors and permitted assigns) in favour of Bangalore Water Supply and Sewerage Board (BWSSB), ……having its project at …… (hereinafter called as "Employer" which expression shall include its successors and assigns):

WHEREAS Employer has awarded to the Contractor a contract for ……vide his letter of award/letter of intent (as applicable)/contract no. ……dated ……and its amendment no . …… (applicable when amendments have been issued) for execution of the contract.

And whereas by virtue of clause no ……of the said contract, the Contractor is required to execute an indemnity bond in favour of BWSSB for the equipments/materials supplied by the Contractor and used for the purpose of erection in due performance of the contract for which BWSSB makes payments in installments and the title is transferred to BWSSB only after taking over of the commissioned work by BWSSB (hereinafter called the "Contractor Supplied Equipment").

NOW THEREFORE, this indemnity bond witnesseth as follows:

1 That in consideration of various equipments/materials which is valued at Rs…… (Rupees ……) as mentioned in the contract to be brought into the site by the Contractor and to be used by him from time to time for the purpose of performance of the contract, for which the payments will be made by BWSSB in installments as per the payment terms of the contract, the Contractor hereby undertakes to indemnify and shall keep BWSSB indemnified, for the full value of such equipments/materials. The Contractor hereby acknowledges receipt of the initial installment of payments towards the equipments/materials brought into the site by him as per the details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the initial installments of payments towards subsequent installments of equipments/materials to be brought into the site by him as required by BWSSB in the form of schedules consecutively

numbered, which shall be attached to this indemnity bond so as to form integral parts of this bond. It is expressly understood by the Contractor that issuance of a certificate by the Engineer and the Contractor for the purpose of receiving initial payments by the Contractor to the effect that the equipments/materials are received at the site shall be construed as keeping the equipments/materials belonging to BWSSB in the possession of the Contractor and the Contractor shall hold such equipments/materials in trust as a trustee for and on behalf of BWSSB.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the equipment at BWSSB project site against all risks whatsoever till the equipment are duly used / erected in accordance with the terms of the contract and the plant / package duly erected and commissioned in accordance with the terms of the contract and is taken over by BWSSB. The Contractor undertakes to keep BWSSB harmless against any loss or damage that may be caused to the equipment

3. The Contractor undertakes that the equipment shall be used exclusively for the performance / execution of the contract strictly in accordance with its Terms and Conditions and no parts of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this indemnity bond by the Contractor shall interalia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

4. That BWSSB shall have the right over the equipments/materials (even if part payment is made and the title not transferred), free from all encumbrances, charges or lien of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge- / Engineer or other employees / agents authorized by him in this regard. Further, BWSSB shall always be free at all times to take possession of the equipment in whatever form the equipment may be, if in its opinion, the equipment are likely to be endangered, mis-utilised or converted to uses other than those specified in the contract, by any acts of omission or commission on the part of the Contractor or any other persons or on account of any mason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of BWSSB to return the equipment without any demur or reservation.

5. That this indemnity bond is irrevocable. If at any time any loss or damage occurs to the equipment or the same or any part thereof is mis-utlised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/ Engineer of BWSSB as to assessment of loss or damage to the equipment shall be final and binding on the Contractor. The Contractor binds himself and undertakes to replace the lost / or damaged equipment at his own cost and / or shall pay the amount of loss to BWSSB" without any demur, reservation or protest. This is without prejudice or any other right to remedy

that may be available to BWSSB against the Contractor under the contract and under this indemnity bond.

6. NOW THE CONDITION of this bond is that if the Contractor shall duly and punctually comply with the Terms and Conditions of this bond to the satisfaction of BWSSB, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand through his authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE NO. 1

S.No	Particulars of the equipments/ materials brought into the site by the Contractor and kept in his possession on behalf of BWSSB	Quantity	Value of the equipment/ material (Rs.)	Certificate no./ date recoded by the Engineer/ Contractor for making initial payment	Initial installment amount paid by BWSSB (Rs.)	Signature of power of attorney holder of the Contractor.

(Please number subsequent Schedules)

For and on behalf of
M/s .....

I i. Signature..... Signature .....

ii. Name ..... Name.....

iii. Address ..... Address .....

Authorised Representative

2. i. Signature.....

(Common Seal)

ii. Name ..... (In case of Company)

iii. Address

* Indemnity bonds are to be executed by the authorised persons and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the Company with authority to execute indemnity bonds, (iii) In case of (ii), the original power of attorney if it is specifically for this contract or photostat copy of the power of attorney if it is general power of attorney and such documents should be attached to indemnity bond.

ANNEXURE- X
PROFORMA OF "CONTRACT AGREEMENT"
(To Be Executed On Non-Judicial Stamp Paper of Value Rs. 100/- per Rs.10 Lakh)

This agreement made on this ……day of ……Two thousand ……between *To,Office of The Chief Engineer (K-O&M), BWSSB, 6th Floor, Cauvery Bhavan,K.G.Road, Bangalore- 560009,* India (hereinafter referred to as a "Employer" or BWSSB which expression shall include its administrators,) on the one part and M/s ……having its registered Office at ……(hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS BWSSB desirous of setting up its Sub-Station invited Bids for establishing …… (briefly describe scope of work) as per its bid specification No……

AND WHEREAS……"X" ……had participated in the above referred bidding in consortium with……/ with ……vide their proposal No. …… dated……and BWSSB awarded the contract to……"X" ……on Terms and Conditions of bid documents referred to therein, which has been accepted by ……"X" ……resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

BWSSB has awarded the contract to …… "X" ……for the work of……on the Terms and Conditions contained in its letter of award/letter of intent (as applicable) no…… dated……for **SUPPLY OF MATERIALS/EQUIPMENT/ERECTION**** and the documents referred to therein. The award has taken effect from the date of aforesaid letter of award/letter of intent (as applicable). The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding article.

2.0 **Contract Documents:**

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Document").

i) BWSSB's bidding documents in respect of specification no……issued vide its letter no……dated ……consisting of Invitation of Bid, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract and all other Sections entitled 'Conditions of Contract" including all amendments issued vide its letter (s) no.(s) ……dated …… (Part-I)

ii) BWSSB's technical specification including amendments issued vide its letter No……dated ……(Part-II)

iii) "X"s proposal no……dated……along with Proposal Sheets, Data Requirement Sheets, Payment Terms, Works Schedules and Consortium Agreement/Joint Agreement submitted by "X" entitled as "……"(Part-III)

iv) Agreed minutes of the meeting held on……between BWSSB& "X" (Part-IV)

v) BWSSB's Letter of Award/Letter of intent (as applicable) No……dated…… duly accepted by "X" (Part-V)

vi) Quality plans for manufacturing and field activities entitled as 'Quality Plan". (Part-VI)

vii) Contract Activity Chart (Part-VII)

All the aforesaid contract documents shall form an integral part of this agreement, in so far as the same or any part conforms to the bidding document (Part-I & II) and what has been specifically agreed to by the Employer in his letter of award/letter of intent (as applicable). Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-III) but not agreed to specifically by the Employer stands withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the 'Agreement"

3.0 Conditions & Covenants:

3.1 The scope of contract, consideration, terms of payment, price adjustment, taxes wherever applicable, insurance, penalties, performance guarantee and all other Terms and Conditions are contained in BWSSB's letter of award/letter of intent (as applicable) no ……dated…… for **SUPPLY OF MATERIALS/EQUIPMENT/ERECTION***** read in conjunction with other aforesaid contract document. The contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the agreement.

3.2 The scope of work shall also include **Supply/ Erection**** portion of all such items, which are not specifical1y mentioned in the contract documents, but which are needed for successful, efficient, safe & reliable operation of the

equipment unless otherwise specifically excluded in the specifications under ‘exclusions' or letter of award/letter of intent (as applicable).
(**-The Clause shall be suitably modified in the agreement of Supply/ Erection/ Civil Works portion)

3.3 Time Schedule:

3.3.1 Time is the essence of the contract. The time schedules shall be strictly adhered to and “X” shall perform the work in accordance with the agreed schedule as given in LOA/LOI (as applicable) /DWA/approved Activity Chart.

3.4 Quality Plans:

3.4.1 The Contractor is responsible for the proper execution of the approved quality plans. The work beyond the customer's hold points will progress only with the Employer's consent. The Employer will also undertake quality surveillance and quality audit of the Contractor's / Sub-Contractor's works, systems and procedures and quality control activities. The Contractor further agrees, that any change in the quality plan will be made only with the Employer's approval. The Contractor shall also perform all quality activities, inspection and tests agreed with the Employer to demonstrate full compliance with the contract requirements.

3.4.2 The Contractor also agrees to provide the Employer with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractor's and its Sub-Contractor's quality systems and manufacturing activities.

These shall include but not limited to the following:

i. Relevant plant standards, drawing and procedures.
ii. Detailed quality assurance system/ manuals for manufacturing activities.
iii. Storage procedures and instructions regarding Welding, NDT, Heat Treatment prior to commencement of manufacture.
iv. Complete set of log sheets mentioned in the quality plan.

3.4.3 It is expressly agreed to by the Contractor that the quality tests and inspection by the Employer shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the agreement

3.4.4 “X” agrees to submit quality assurance documents package to BWSSB for review and record after completion and within three weeks of dispatch of material.
The Package will include the following:

i) Factory test result/ inspection report for testing required by this contract or applicable codes and standards.

ii) Two copies of inspection reports duly, signed by quality assurance personnel of both BWSSB and "X" for the agreed customer hold points.
iii) Report of the rectification works where and if applicable.

3.5 It is expressly agreed to by the Contractor that the contract is on single source responsibility basis and the Contractor is bound to perform the total contract in its entirety and non-performance of any part or portion of the contract shall be deemed to be a breach of the entire contract.

3.6 The contractor guarantees that the equipment under the contract shall meet the ratings and performance parameters as stipulated in the technical specifications (Part-II) and in the event of any deficiencies found in the requisite performance figures, the Employer may at its option reject the equipment or alternatively accept it on the Terms and Conditions and subject to levy of the penalties in terms of contract documents. The amount of penalties so leviable shall be in accordance with the contract document and the total penalty levied shall not exceed the total contract value.

3.7 It is further agreed to by the Contractor that the contract performance guarantee shall in no way be construed to limit or restrict the Employer's right to recover the damages/ compensation due to short fall in the equipment performance figures as stated in para 3.6 above or under any other clause of the agreement. The amount of damages/ compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

3.8 The contract performance guarantee furnished by the Contractor is irrevocable and un-conditional and the Employer shall have the powers to invoke it not withstanding any dispute or difference between the Employer and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.

3.9 This agreement constitutes full and complete understanding between the parties. It shall supersede all prior correspondence. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

4.0 Settlement of disputes:

4.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement, shall be decided by a competent Court at Bangalore.

4.2 **Notice of Default:**

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by fax or by registered mail

with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

5.0 **Joint/Several Responsibility:** (Applicable in case of Consortium)
The Contractor and the Consortium member are severally bound themselves to BWSSB for the faithful performance of the contract.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Bangalore.

WITNESSES:

1. .... (Employer's signature)
(Printed Name)
2..... ..... (Designation)
(Company's Stamp)

1. .... (Contractor's signature)
(Printed Name)
2..... ..... (Designation)
(Company's Stamp)

1. .... (Consortium Partner's signature)
(Printed Name)
2..... ..... (Designation)
(Company's Stamp)

ANNEXURE XII

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of Value Rs. 100/-)

KNOW ALL MEN BY THESE PRESENTS that we .....a Company incorporated under the laws of .....and having its Registered Office/Head Office at .....(hereinafter called "Manufacturer / Bidder" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint M/s.....a Company incorporated under the laws of ..... and having its Registered/ Head Office at .....as its duly constituted lawful attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the 'Manufacturer / Bidder in regard

to specification no ..... package .....the bids for which have been invited by .....(Address "Employer”) to undertake the following acts:

i) To submit proposal and participate in the aforesaid bid specification of the "Employer” on behalf of the "Manufacturer / Bidder”.
ii) To negotiate with the “Employer” the Terms and Conditions including price for award of the contract pursuant to the aforesaid bid and to sign the contract with the "Employer' for and on behalf of the manufacturer / Bidder.
iii) To receive accept and execute the contract for and on behalf of the "Manufacturer / Bidder”.
iv) To do any other act or submit any document related to the above.

It is expressly understood that the power of attorney shall remain valid, binding and irrevocable till submission of the contract performance guarantee in terms of the contract. The "Manufacturer / Bidder” hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney”/"Authorised Representative” quotes in the bid, negotiates and signs the contract with the "Employer" and/or purports to act on behalf of the "Manufacturer / Bidder” by virtue of this power of attorney and the same shall bind the "Manufacturer / Bidder” as if done by itself.

IN WITNESS WHEREOF THE “Manufacturer/ Bidder” has executed these presents at .....on this day of.....under the common seal of the Manufacturer / Bidder company.

Specimen Signature of Attorney Holder
.....
(Name)

For and on behalf of

Common Seal of the above Manufacturer / Bidder
Has been affixed thereunto, in the presence of.

WITNESSES:
1. Signature .....
Name.. .....
Designation .....
Occupation .....

ANNEXURE-XVI

Approved List of Sub-Vendors of KPTCL

The detail of the approved Sub-Vendors of KPTCL is available on website **www.KPTCL.com** with hyperlink **Tendering & Procurement Wing.**

ANNEXURE-XVII

Form of Tender

(To be uploaded with the Financial Proposal)

Description of the Works: ***Upgradation of 66/6.6 kV Switchyard at Tavarekere Premises***

To

Office of The Chief Engineer (K-O&M),
BWSSB, 6th Floor, Cauvery Bhavan,
K.G.Road, Bangalore- 560009

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price uploaded for this tender to be opened after qualification.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____
Name of Tenderer _____
Address: ----------

NOTE: <u>This form shall be download, filled and printed on the Company letter head, Signed, Scanned and uploaded. Failure to furnish the signed copy will lead to Non-Responsive Tender.</u>